

7/06/11 1:34:39
DK W BK 660 PG 475
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORD & RETURN TO
CT LIEN SOLUTIONS 21121
P.O. BOX 29071
Glendale, CA 91209-9071
28926764-MS-DeSoto

Prepared by ~~and return to:~~
Whisper Capital LLC
c/o Benjamin S. Klapper, Esq.
575 Lexington Avenue, 31st Floor
New York, New York 10022
Telephone: 212-750-5055

SPECIAL WARRANTY DEED

STATE OF NEW YORK)
 : KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NEW YORK)

That **WHISPER CAPITAL, LLC**, a Delaware limited liability company with an address at c/o, Greyhawke Capital Advisors, 340 Pemberwick Road, Greenwich, CT 06831 and telephone number 201-769-5312 (hereinafter called "Grantor"), for **NO MONETARY OR OTHER CONSIDERATION** paid to the undersigned by the Grantee herein named, has granted, sold and conveyed, and by these presents does grant, sell and convey unto **FUDO CAPITAL LLC**, a Delaware limited liability company with an address at c/o Greyhawke Capital Advisors, 340 Pemberwick Road, Greenwich, CT 06831 and telephone number 201-769-5312 (hereinafter called "Grantee") the following tract or tracts of land described below (with indexing instructions),

PARCEL I:

Lot 1, Second Revision, Office Park Plaza Commercial Subdivision being a part of Section 24, Township 1 South, Range 8 West, in De Soto County, Mississippi as recorded in Plat Book 14, Page 46 in the Chancery Clerk's Office of De Soto County, Mississippi.

PARCEL II:

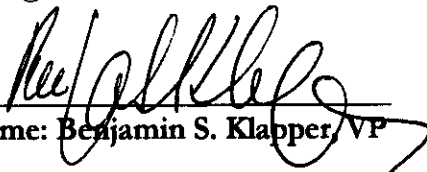
Together with those certain rights, privileges and easements contained in Easements with covenants and Restrictions Affecting Land Agreement ("ECR") dated November 14, 1975 between Safeway Stores, Inc. and Skaggs Companies, Inc., recorded May 5, 1976, in Warranty Deed Book 120, Page 246 in the office of the Chancery Clerk of De Soto County, Mississippi.

Excluding all of the buildings, structures and other improvements, now or hereafter located on and permanently annexed to the said tract of land and, without limiting the generality of the foregoing, the walks, ways, parking facilities, light standards, planters and signs, whether now or hereafter located on said tract of land. This deed shall include only the tract of land upon which such buildings, structures and other improvements are located.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, itself, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

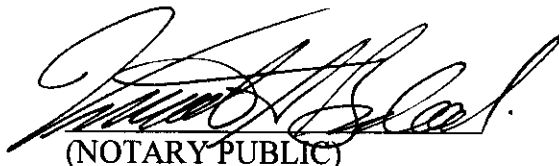
IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized general partner as of this 28 day of June, 2011.

GRANTOR:
WHISPER CAPITAL, LLC,
 a Delaware limited liability company
 By: Whisper Manager LLC,
 its manager

By: 
 Name: Benjamin S. Klapper, VP

**STATE OF NEW YORK
COUNTY OF NEW YORK**

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of June, 2011, within my jurisdiction, the within named Benjamin S. Klapper, who acknowledged to me that he is a vice president of Whisper Manager LLC, a Delaware limited liability company and manager of Whisper Capital LLC, a Delaware manager-managed limited liability company, and that for and on behalf of said corporation as manager of said limited liability company, and as the act and deed of said corporation as manager of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited liability company so to do.



(NOTARY PUBLIC)

Vincent A. Balardi

VINCENT A. BALARDI
Notary Public, State of New York
No. 02BA4961267
Qualified in Westchester County
Commission Expires January 29, 2014

My commission expires: _____